

**COR Development Company, LLC v. Howe**  
**Civil Action No. 5:16-cv-1099**

**Defendant's Letter Motion to Compel**

**Exhibit 4**  
**Howe Interrogatories<sup>1</sup>; COR Objections and Responses**

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<sup>1</sup> Howe incorrectly designated Plaintiff in title.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF  
NEW YORK**

COR DEVELOPMENT COMPANY, LLC,

Plaintiff,

v.

TODD R. HOWE,

Defendant.

Civil Action No. 5:16-cv-1099  
(TJM/TWD)

**PLAINTIFF HOWE'S FIRST INTERROGATORIES  
TO PLAINTIFF COR**

To: Counsel for Plaintiff COR Development Company, LLC

Scott Iseman, Esq.  
O'Connell and Aronowitz  
54 State Street  
Albany, NY 12207  
siseman@oalaw.com

Anthony Copani, Esq.  
Mannion Copani  
224 Harrison Street  
Suite 306  
Syracuse, NY 13202  
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Pursuant to Federal Rule of Civil Procedure 33, and procedures of this Court,

Defendant Todd R. Howe, by counsel, serves upon Plaintiff, COR Development Company,

LLC, the following interrogatories, each of which shall be answered in writing within 30

days of the service hereof. A WORD copy of these requests is included for the respondent's

use.

### **Instructions**

1. Please restate each interrogatory before your response.
2. If you assert privilege as a ground for not fully responding to any interrogatory, please either: (a) provide a privilege log, or (b) describe the factual basis for your claim of privilege in sufficient detail to determine the validity of the privilege claimed, including a statement of the date of the document, the type of document (e.g., letter, memo, contract, email, text, spreadsheet), a relevant summary of its content, and any known author and recipient.
3. If the response to any request consists in whole or in part of an objection, please state the specific basis for the objection.
4. If you produce a document in lieu of an answer, please provide all such documents, including hardcopy, electronic and email documents in electronic format on CD or DVD. For all documents, please provide document-level searchable text, all fielded data, and meta-data in Concordance load file (DAT and OPT) accompanied by control-numbered, single page TIFF images representing each page of production.
5. These interrogatories cover the period January 1, 2011 to date.

### **Definitions**

1. "Action" refers to this action.
2. "Complaint" means the Complaint filed by COR.
3. "Howe" means defendant Todd R. Howe.
4. "COR" means plaintiff COR Development Company, LLC.
5. "S. Aeillo" means Steven F. Aeillo, founder of COR.
6. "Girardi" means Joseph Gerardi, General Counsel of COR.

7. "Percoco" means Joseph Percoco, formerly an assistant to New York Governor Andrew Cuomo.

8. "WHO" means the Albany, NY law firm of Whiteman Osterman & Hannah, LLP.

9. "WOHGS" means the government advisory firm associated with WHO and managed by Howe.

10. "SUNY Poly" means SUNY Polytechnic Institute, the public institution of higher learning that is part of the New York State University system.

11. "Fort Schuyler" means Fort Schuyler Management Corporation, an affiliate of SUNY Poly.

12. "Kaloyeros" means Alain Kaloyeros, formerly associated with SUNY Poly.

13. "Nano" means the SUNY Poly institution, the College of Nanoscale Science and Engineering, formerly directed by Kaloyeros.

14. "Syracuse RFP" means the request for proposal or qualifications issued by Fort Schuyler for a strategic partner for a development project in Syracuse, NY, issued in 2013.

15. "Communication" means transmission of any verbal, data, written, electronic, stored content, or material capable of expressing substantive information.

16. "Document" means any handwritten, typewritten, printed, transcribed, transmitted, stored, digitized, electronically recorded, taped, graphic, machine readable, stored, or other material that conveys or represents information in any form or nature.

"Document" includes without limitation any tangible, digitized or other electronic data or thing on which information is recorded by writing, graphics, sound, picture, electronics, or other

means, and any revisions of or notes on any of the foregoing and any supporting, underlying or preparatory material, irrespective of form. "Document" expressly includes any data or electronic material recording emails, texts or any other form of communication.

**Interrogatories**

1. State the COR titles and responsibilities of the following persons:
  - a. S. Aeillo
  - b. Gerardi
  - c. Shawn Groomes
2. State the date, time and place of all meetings between Howe and:
  - a. S. Aeillo
  - b. Gerardi
3. State the date, time and place of all meetings between S. Aeillo and:
  - a. Kaloyeros
  - b. Percoco
4. State the date, time and place of all meetings between Gerardi and:
  - a. Kaloyeros
  - b. Percoco

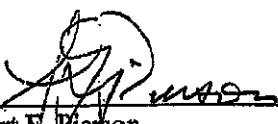
DATED this 16<sup>th</sup> day of December, 2016.

Respectfully submitted,

Richard J. Morvillo  
NY Bar No.  
Morvillo LLP  
500 5<sup>th</sup> Avenue  
43<sup>rd</sup> Floor

New York, NY 10110  
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Suite 705  
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202/803-5858  
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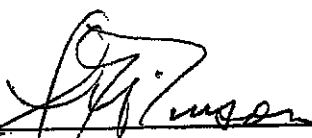
Ellen Murphy  
Richard J. Morvillo  
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Morvillo LLP  
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\_\_\_\_\_  
Stuart F. Pierson  
NY Bar No. 1901388  
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202/803-5852  
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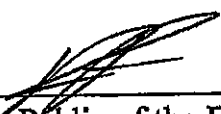


Scott Iseman, Esq.  
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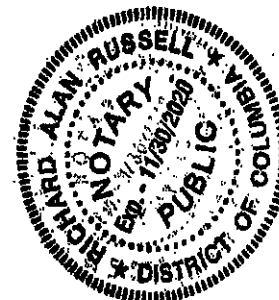
Anthony Caponi  
Mannion Copani  
224 Harrison Street  
Suite 306  
Syracuse, NY 13202  
acopani@mannioncopani.com

  
Stuart F. Pierson

Subscribed and sworn before me  
This 16<sup>th</sup> day of December, 2016

  
Notary Public of the District of Columbia

My commission expires: 11/30/2020





UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

---

COR DEVELOPMENT COMPANY, LLC,

*Plaintiff,*

-against-

TODD R. HOWE,

*Defendants.*

**PLAINTIFF'S RESPONSE  
TO DEFENDANT'S FIRST  
INTERROGATORIES**

**Civil Case No. 5:16-CV-1099  
(TJM/TWD)**

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Plaintiff, COR DEVELOPMENT COMPANY, LLC, by and through its attorneys, O'Connell and Aronowitz, P.C., responds to the Defendant TODD R. HOWE's First Set of Interrogatories to Plaintiff as follows:

**OBJECTIONS**

A. Plaintiff objects to all interrogatories to the extent they seek information or documents immune from disclosure under the attorney-client privilege, attorney work-product doctrine, or any other privilege, protection, or immunity as provided by law. If such information and/or documents are produced inadvertently despite the presence of a privilege, such production does not constitute a waiver of the aforementioned privileges.

B. Plaintiff objects to all interrogatories to the extent that they are interpreted to seek disclosure of the opinions, mental impressions, conclusions and legal theories of Plaintiff, its counsel, or its other representatives, or that fall within the work-product doctrine. If such information and/or documents are inadvertently produced despite the presence of a privilege, such production does not constitute a waiver of the aforementioned privileges.

C. Plaintiff objects to all interrogatories to the extent they are construed to seek information or documents that are not relevant to the subject matter of this litigation, are not

admissible in evidence, or are not reasonably calculated to lead to discovery of admissible evidence. To the extent that Plaintiff responds to such demands, it does not concede that the information or documents requested are relevant to this action and expressly reserves its rights to object to further discovery.

D. Plaintiff objects to these interrogatories to the extent they seek to impose upon the Plaintiff any obligations that are beyond the scope of the Federal Rules of Civil Procedure.

E. Plaintiff objects to all interrogatories seeking identification of "all", "every" or "any" facts, language, documents information or persons which may be related to a specific point or points, as being unduly burdensome and not within Plaintiff's practical capabilities. In each case, where some answer or production is provided, such answer or production is based upon all information obtained by a logically-directed, diligent and thorough search of Plaintiff's records.

F. Plaintiff objects to all interrogatories as unduly burdensome and oppressive insofar as they seek information or documents not within their knowledge, documents already in the knowledge, possession, custody or control of the demanding party, or information or documents that are unreasonably cumulative or duplicative.

G. Plaintiff objects to all interrogatories to the extent they are overly broad, unduly burdensome, oppressive or premature and thus, not susceptible to being answered at this time.

**Interrogatory 1.** State the COR titles and responsibilities of the following persons.

- a. S. Aiello
- b. Gerardi
- c. Sean Grooms

**Answer Interrogatory 1.** The titles and responsibilities for the following people are as follows:

a. S. Aiello – President and General Manager. S. Aiello is responsible for developing new clients and business opportunities.

b. Gerardi – Executive Vice President and Legal Counsel. Gerardi is responsible for contract and lease negotiations and obtaining all planning/development permits and approvals necessary for Plaintiff's projects.

c. Sean Grooms – Chief Financial Officer (CFO). Sean Grooms is responsible for arranging and closing construction loans, permanent loans, letters of credit and lines of credit for COR's real estate portfolio. Mr. Grooms is also responsible for monitoring project loans, determining project feasibility, and conducting tenant financial reviews.

**Interrogatory 2.** State the date time and place of all meetings between Howe and:

a. S. Aiello

b. Gerardi

**Answer Interrogatory 2.** Plaintiff objects to this interrogatory as it is overly broad, vague and is unlikely to reveal any admissible or material evidence or information as "all meetings" between S. Aiello, Gerardi and the Defendant are not relevant to this action. Without waiving the above objections, but subject to them, Plaintiff answers Interrogatory 2 as follows:

a. Upon information and belief, the date time and place of all meetings between Howe and S. Aiello regarding any issue related to the promissory note:

Howe met with S. Aiello and Gerardi in December 2015 at Plaintiff's offices in Fayetteville, New York. No other meetings took place between S. Aiello and Howe regarding the subject matter of this lawsuit.

b. Upon information and belief, the date time and place of all meetings between Howe and Gerardi regarding any issue related to the promissory note:

Howe met with Gerardi and S. Aiello in December 2015 at Plaintiff's offices in Fayetteville, New York. No other meetings took place between Gerardi and Howe regarding the subject matter of this lawsuit.

**Interrogatory 3.** State the date, time, and place of all meetings between S. Aiello and:

- a. Kaloyeros
- b. Percoco

**Answer Interrogatory 3.** Plaintiff objects to this interrogatory as it is overly broad, vague and is unlikely to reveal any admissible or material evidence or information. There is no party or witness to this action who is named "Kaloyeros" or "Percoco" and as such, this interrogatory calls for wholly irrelevant and unrelated information.

**Interrogatory 4.** State the date, time, and place of all meetings between Gerardi and:

- a. Kaloyeros
- b. Percoco

**Answer Interrogatory 4.** Plaintiff objects to this interrogatory as it is overly broad, vague and is unlikely to reveal any admissible or material evidence or information. There is no party or witness to this action who is named "Kaloyeros" or "Percoco" and as such, this interrogatory calls for wholly irrelevant and unrelated information.

**PLEASE TAKE NOTICE** that Plaintiff reserves the right to amend and/or supplement these responses upon the completion of discovery and up to and including the time of trial.

Dated: January 17, 2017

O'CONNELL & ARONOWITZ

By:



Scott W. Feenan  
Bar Roll No.: 518859  
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54 State Street, 9<sup>th</sup> Floor  
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(518) 462-5601

TO: Stuart Pierson, Esq.  
*Counsel for Defendant*  
Suite 705  
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Washington, DC 20036

Richard Morvillo, Esq.  
Ellen Murphy, Esq.  
*Counsel for Defendant*  
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43<sup>rd</sup> Floor  
New York, NY 10110

Kenneth Alweis, Esq.  
*Counsel for Defendant*  
Goldberg Segalia  
5786 Widewaters Parkway  
Syracuse, NY 13214-1840

CC: Anthony F. Copani, Esq.

VERIFICATION

STATE OF NEW YORK     }  
                                      } ss:  
COUNTY OF ONANDAGA    }

**SEAN GROOMS** being duly sworn, deposes and says that deponent is the Chief Financial Officer for Plaintiff in this action and that he has read the foregoing **PLAINTIFF'S RESPONSE TO DEFENDANT'S INTERROGATORIES** and knows the contents thereof, that the same is true to the knowledge of deponent, except as to the matters therein stated to be alleged upon information and belief and as to those matters he believes them to be true.

  
\_\_\_\_\_  
Sean Grooms

Sworn to before me this  
17<sup>th</sup> day of January, 2017.

  
\_\_\_\_\_  
Notary Public-State of New York

BARBARA SESSLER  
Notary Public, State of New York  
Qualified in Onondaga Co. No. 01SEG038278  
My Commission Expires March 08, 2018

**COR Development Company, LLC v. Howe**  
**Civil Action No. 5:16-cv-1099**

**Defendant's Letter Motion to Compel**

**Exhibit 5**  
**Howe Requests for Production<sup>1</sup>; COR Objections and Responses**

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<sup>1</sup> Howe incorrectly designated Plaintiff in title.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF  
NEW YORK**

COR DEVELOPMENT COMPANY, LLC,

Plaintiff,

v.

TODD R. HOWE,

Defendant.

Civil Action No. 5:16-cv-1099  
(TJM/TWD)

**PLAINTIFF HOWE'S FIRST REQUEST FOR PRODUCTION  
TO PLAINTIFF COR**

To: Counsel for Plaintiff COR Development Company, LLC  
Scott Iseman, Esq.  
O'Connell and Aronowitz  
54 State Street  
Albany, NY 12207  
siseman@oalaw.com

Anthony Copani, Esq.  
Mannion Copani  
224 Harrison Street  
Suite 306  
Syracuse, NY 13202  
acopani@mannioncopani.com

Pursuant to Federal Rule of Civil Procedure 34, and procedures of this Court,  
Defendant Todd R. Howe, by counsel, serves upon Plaintiff, COR Development Company,  
LLC, the following requests for production of documents, each of which shall be answered in  
writing and by production to the undersigned of the requested materials within 30 days of the



service hereof. A WORD copy of these requests is included for the respondent's use.

### **Instructions**

1. Each request shall be construed to include documents (as defined herein) within plaintiff's possession, custody, or control, including custody of counsel, as of the date of the response. These requests are continuing, and therefore include responsive documents received after the plaintiff's response is served, to be produced by supplemental response within a reasonable time of receipt.
2. Please restate each request immediately preceding each separate response.
3. If you assert privilege as a ground for not fully responding to any request, please either:  
(a) provide a privilege log, or (b) describe the factual basis for your claim of privilege in sufficient detail to determine the validity of the privilege claimed, including a statement of the date of the document, the type of document (e.g., letter, memo, contract, email, text, spreadsheet), a relevant summary of its content, and any known author and recipient.
4. If the response to any request consists in whole or in part of an objection, please state the specific basis for the objection.
5. Please provide all responsive documents, including hardcopy, electronic and email documents in electronic format on CD or DVD. For all documents, please provide document-level searchable text, all fielded data, and meta-data in Concordance load file (DAT and OPT) accompanied by control-numbered, single page TIFF images representing each page of production.
7. This request for production covers documents created or obtained in the period January 1, 2011 to date.

### **Definitions**

1. "Action" refers to this action.
2. "Complaint" means the Complaint filed by COR.
3. "Howe" means defendant Todd R. Howe.
4. "COR" means plaintiff COR Development Company, LLC.
5. "S. Aeillo" means Steven F. Aeillo, founder of COR.
6. "Girardi" means Joseph Gerardi, General Counsel of COR.
7. "Percoco" means Joseph Percoco, formerly an assistant to New York

Governor Andrew Cuomo.

8. "WHO" means the Albany, NY law firm of Whiteman Osterman & Hannah, LLP.

9. "WOHGS" means the government advisory firm associated with WHO and managed by Howe.

10. "SUNY Poly" means SUNY Polytechnic Institute, the public institution of higher learning that is part of the New York State University system.

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electronic, stored content, or material capable of expressing substantive information.

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#### **Requests for Production**

Please produce all documents referring in any manner to:

1. COR's purported support for each of the nine numbered paragraphs of the Complaint.
2. Any material otherwise relevant to the nine numbered paragraphs of the Complaint.
3. Any agreement with Howe, including without limitation, any agreement to retain Howe, to pay Howe, to make a loan to Howe, or to engage in any transaction or business with Howe.
4. Any transaction with Howe, including without limitation, bonuses, invoices, checks, other forms of payment or compensation, accounting records, ledgers, audits, and other financial documents.
5. Any services to be performed, or having been performed, by Howe.
6. Any plan of action, business strategy, or proposed approach to a goal in which Howe was, or would be, involved.
7. Any efforts by COR, S. Aeillo, or Gerardi, or anyone acting on behalf of any of them, to

collect any loan to Howe, or to collect any alleged Howe obligation.

8. Any loan to Howe.
9. Any payment to Howe.
10. Any payment from Howe.
11. Any communication including or referring to Howe.
12. Any communication referring to WOHGS.
13. Any communication referring to Potomac Strategies.
14. Any communication including Kaloyeros, or S. Aeillo, or Gerardi, or any employee of  
COR, relating in any manner to the Syracuse RFP.
15. Any document referring in any manner to COR vitals or business qualifications.
16. Meetings, conferences, or meals with Kaloyeros, or any person representing Kaloyeros,  
SUNY Poly, or Nano.
17. The Syracuse RFP.
18. Any communications including or referring to Percoco.
19. Any reference to any statements, actions or services by Percoco.
20. Any payments for Percoco.
21. Travel to or from S. Aeillo's residence in Scottsdale, AZ.
22. The Labor Peace Agreement or a labor peace agreement, which was the subject of COR  
concern and was the subject of communication between COR personnel and Percoco in  
November-December 2014.
23. Any New York State position for Steven L. Aiello, son of S. Aiello.
24. Percoco.
25. Howe.

26. Potomac Strategies

27. WOHGS.

28. Nano.

29. SUNY Poly.

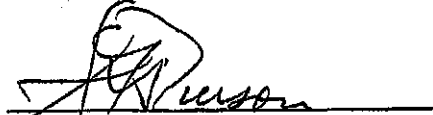
30. Kalayeros.

DATED this 16<sup>th</sup> day of December, 2016.

Respectfully submitted,

Richard J. Morvillo  
NY Bar No.  
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500 5<sup>th</sup> Avenue  
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43<sup>rd</sup> Floor  
New York, NY 10110  
212/796-6344  
F: 212/379-2097

A handwritten signature in black ink, appearing to read "Stuart F. Pierson", is written over a horizontal line.

Stuart F. Pierson  
NY Bar No. 1901388  
DC Bar No. 56820  
Suite 705  
1101 17<sup>th</sup> Street NW

Washington, DC 20036  
202/803-5852  
F: 202/609-8044

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

---

COR DEVELOPMENT COMPANY, LLC,

*Plaintiff,*

-against-

TODD R. HOWE,

*Defendants.*

**PLAINTIFF'S RESPONSE  
TO DEFENDANT'S  
REQUEST FOR  
PRODUCTION**

**Civil Case No. 5:16-CV-1099  
(TJM/TWD)**

---

Plaintiff, COR DEVELOPMENT COMPANY, LLC, by and through its attorneys, O'Connell and Aronowitz, P.C., responds to the Defendant TODD R. HOWE's Request for Production as follows:

**OBJECTIONS**

A. Plaintiff objects to all demands to the extent they seek information or documents immune from disclosure under the attorney-client privilege, attorney work-product doctrine, or any other privilege, protection, or immunity as provided by law. If such information and/or documents are produced inadvertently despite the presence of a privilege, such production does not constitute a waiver of the aforementioned privileges.

B. Plaintiff objects to all demands to the extent that they are interpreted to seek disclosure of the opinions, mental impressions, conclusions and legal theories of Plaintiff, its counsel, or its other representatives, or that fall within the work-product doctrine. If such information and/or documents are inadvertently produced, despite the presence of a privilege, such production does not constitute a waiver of the aforementioned privileges.

C. Plaintiff objects to all demands to the extent they are construed to seek information or documents that are not relevant to the subject matter of this litigation, are not admissible in

evidence, or are not reasonably calculated to lead to discovery of admissible evidence. To the extent that Plaintiff responds to such demands, it does not concede that the information or documents requested are relevant to this action and expressly reserves its rights to object to further discovery.

D. Plaintiff objects to these demands to the extent they seek to impose upon the Plaintiff any obligations that are beyond the scope of the Federal Rules of Civil Procedure.

E. Plaintiff objects to all demands seeking identification of "all", "every" or "any" facts, language, documents information or persons which may be related to a specific point or points, as being unduly burdensome and not within Plaintiff's practical capabilities. In each case, where some answer or production is provided, such answer or production is based upon all information obtained by a logically-directed, diligent and thorough search of Plaintiff's records.

F. Plaintiff objects to all demands as unduly burdensome and oppressive insofar as they seek information or documents not within their knowledge, documents already in the knowledge, possession, custody or control of the demanding party, or information or documents that are unreasonably cumulative or duplicative.

G. Plaintiff objects to all demands to the extent they are overly broad, unduly burdensome, oppressive or premature and thus, not susceptible to being answered at this time.

### **RESPONSES**

1. Plaintiff objects to this demand as it is unduly vague and ambiguous. Additionally, this demand calls for privileged information that qualifies as attorney-work product in that Defendant demands Plaintiff to reveal its litigation strategy. Without waiving the preceding objections, but subject to them, all factual information supporting each material allegation of the complaint has been previously disclosed to the Defendant in Plaintiff's initial R. 26(a) disclosures.



2. Plaintiff objects to this demand as it is unduly vague and ambiguous.

3. All responsive documents have been previously provided to the Defendant in Plaintiff's initial R. 26(a) disclosures.

4. Plaintiff objects to this demand as it is unduly vague and ambiguous. Additionally, Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action.

5. Plaintiff objects to this demand as it is unduly vague and ambiguous. Additionally, Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Without waiving the preceding objections, but subject to them, Plaintiff previously disclosed all written retainer/consulting agreements between Plaintiff and Defendant in Plaintiff's R. 26 (a) initial disclosures.

6. Plaintiff objects to this demand as it is unduly vague and ambiguous. Additionally, Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action.

7. All responsive records have been previously provided in Plaintiff's R. 26(a) initial disclosure.

8. All responsive records have been previously provided in Plaintiff's R. 26(a) initial disclosure.

9. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Without waiving the preceding objection but subject to it, to the extent this demand calls for information related to the promissory note at issue in this matter, all responsive records have been previously provided in Plaintiff's R. 26(a) initial disclosure.

10. All records regarding Howe's promise to repay the subject loan and a copy of the check issued by Howe for repayment, have been previously provided in Plaintiff's R. 26(a) initial disclosure.

11. Plaintiff objects to this demand as it is unduly vague, ambiguous and unduly burdensome. Additionally, Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Without waiving the preceding objection, but subject to it, all records of communications with Howe with respect to this action have been previously provided in Plaintiff's R. 26(a) initial disclosure.

12. Plaintiff objects to this demand as it is unduly vague, ambiguous and unduly burdensome. Additionally, Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action.

13. Plaintiff objects to this demand as it is unduly vague, ambiguous and unduly burdensome. Additionally, Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Without waiving the preceding objection, but subject to it, all responsive documents and records regarding Potomac Strategies have been previously provided in Plaintiff's R. 26(a) initial disclosure.

14. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Plaintiff also objects to this demand as it is vague, ambiguous and unduly burdensome.

15. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Plaintiff also objects to this demand as it is vague, ambiguous and unduly burdensome.

16. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Plaintiff also objects to this demand as it is vague, ambiguous and unduly burdensome.

17. Plaintiff cannot respond to his demand as it is vague, ambiguous and fails to make

any kind of specific request. As a result, Plaintiff objects to this demand as it is vague, ambiguous and unduly burdensome.

18. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Plaintiff also objects to this demand as it is vague, ambiguous and unduly burdensome.

19. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Plaintiff also objects to this demand as it is vague, ambiguous and unduly burdensome.

20. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Plaintiff also objects to this demand as it is vague, ambiguous and unduly burdensome.

21. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Plaintiff also objects to this demand as it is vague, ambiguous and unduly burdensome.

22. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Plaintiff also objects to this demand as it is vague, ambiguous and unduly burdensome.

23. Plaintiff objects to this demand as it calls for information that is wholly irrelevant to this action. Plaintiff also objects to this demand as it is vague, ambiguous and unduly burdensome.

24. Plaintiff cannot respond to his demand as it is vague, ambiguous and fails to make any kind of specific request. As a result, Plaintiff objects to this demand as it is vague, ambiguous and unduly burdensome.

25. Plaintiff cannot respond to his demand as it is vague, ambiguous and fails to make any kind of specific request. As a result, Plaintiff objects to this demand as it is vague, ambiguous and unduly burdensome.

26. Plaintiff cannot respond to his demand as it is vague, ambiguous and fails to make any kind of specific request. As a result, Plaintiff objects to this demand as it is vague, ambiguous and unduly burdensome.

27. Plaintiff cannot respond to his demand as it is vague, ambiguous and fails to make any kind of specific request. As a result, Plaintiff objects to this demand as it is vague, ambiguous and unduly burdensome.

28. Plaintiff cannot respond to his demand as it is vague, ambiguous and fails to make any kind of specific request. As a result, Plaintiff objects to this demand as it is vague, ambiguous and unduly burdensome.

29. Plaintiff cannot respond to his demand as it is vague, ambiguous and fails to make any kind of specific request. As a result, Plaintiff objects to this demand as it is vague, ambiguous and unduly burdensome.

30. Plaintiff cannot respond to his demand as it is vague, ambiguous and fails to make any kind of specific request. As a result, Plaintiff objects to this demand as it is vague, ambiguous and unduly burdensome.

**PLEASE TAKE NOTICE** that Plaintiff reserves the right to amend and/or supplement these responses upon the completion of discovery and up to and including the time of trial.

Dated: January 17, 2017

O'CONNELL & ARONOWITZ

By:



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